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## IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHAPTER 13 Juan Antigua

Debtor

Specialized Loan Servicing LLC as servicer for U.S. Bank National Association, as Trustee for GSAA Home Equity Trustee 2006-1

Movant

VS:

Juan Antigua

Debtor

Yvette Mojica Antigua

Co-Debtor

Scott F. Waterman, Esquire

Trustee

11 U.S.C. Sections 362 and 1301

NO. 17-17629 AMC

## **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$7,729.82, which breaks down as follows;

Post-Petition Payments:

February 2019 to July 2019 at \$1,415.24/month

Suspense Balance:

\$761.62

**Total Post-Petition Arrears** 

\$7,729.82

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$7,729.82.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$7,729.82 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due August 1, 2019 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,415.24 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

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4. Should Debtor provide sufficient proof of payments made, but not credited (front &

back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the

terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing

and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default

with the Court and the Court shall enter an Order granting Movant immediate relief from the

automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default

with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to

seek reimbursement of any amounts not included in this stipulation, including fees and costs, due

under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 16, 2019

By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Date: 7/23/19

Stepken McCoy Otto, Esquire

Attorney for Debtors

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Date: 7/24/2019		/s/ Polly A. Langdon, Esquire, for
		Scott F. Waterman, Esquire Chapter 13 Trustee
Approved by the Court this _ retains discretion regarding en		, 2019. However, the court
Date: July 29, 20	19	Bankruptcy Judge
		Ashely M. Chan